

COOPERATION AGREEMENT

THIS AGREEMENT made and entered into as of the day
of , 1966 by and between Boston Redevelopment Authority, a
public body politic and corporate organized pursuant to the pro-
visions of Chapter 121 of the Massachusetts General Laws (Ter. Ed.),
as amended (hereinafter called the "BRA") and Massachusetts Department
of Public Works, a department of the Commonwealth organized pursuant
to the provisions of Chapter 16 of said General Laws, as amended
(hereinafter called the "DPW").

WITNESSETH THAT:

WHEREAS it is in the interest of conserving public funds to
properly coordinate the actions and responsibilities of the two
parties hereto in connection with the acquisition of land for certain
highway construction work;

WHEREAS the Bureau of Public Roads has authorized, under PPM-4.1
(1)(d), dated July 7, 1963, the use of Federal funds in reimbursement
of the costs incurred by a local public agency conducting an urban
renewal project in acquiring land to be used for a highway constructed
under the Federal-Aid Highway Act;

WHEREAS portions of the land designated for acquisition by the
BRA under the Charlestown Urban Renewal Plan for the Charlestown Urban
Renewal Project, No. Mass. R-55, are needed for the right-of-way of the
DPW Projects I-95 and I-695 in Charlestown (hereinafter called the
"highway");

WHEREAS it is in the public interest that such portions of land

(excepting that land now owned by the DPW) be acquired by the BRA and that certain rights therein be transferred to the DPW when the highway right-of-way requirements are definitely established;

WHEREAS the BRA proposes to acquire and convey to the DPW certain rights in such portions of land subject to a reservation for the benefit of the City of Boston and, if required, the Massachusetts Port Authority for a part thereof for the construction of relocated Rutherford Avenue and Chelsea Street;

WHEREAS the costs of acquisition, clearance and grading incurred by BRA and eligible as urban renewal project costs if approved by the Department of Housing and Urban Development (hereinafter referred to as "HUD") and relocation payments made under section 114 of the 1949 Housing Act, as amended, to the extent that such relocation costs are compensable by the DPW under State law and the Federal-Aid Highway Act, but excluding interest on borrowed money and administrative overhead expense, will be accepted by the DPW and Bureau of Public Roads as reimbursable costs of the land to be so acquired; and

WHEREAS with respect to that part of the land now owned by the Commonwealth acting by and through the DPW and required for use by the City of Boston for the newly aligned Rutherford Avenue, the DPW proposes to transfer certain rights therein to the BRA or the City in exchange for the transfer by the BRA to the DPW for the highway of certain rights in that part of the land now owned by the City of Boston.

NOW, THEREFORE, the parties mutually agree as follows:

1. The BRA shall acquire on or before August 15, 1966 the portions of land for the right-of-way of the highway as outlined in yellow on the attached plan (hereinafter referred to as the "right-of-way") and transfer on or before January 1, 1967 certain rights therein as described in paragraph 2 below to the DPW and DPW shall reimburse BRA for all costs in the categories set forth in paragraph 5 attributable to the rights transferred to the DPW as computed under paragraph 6.

2. All title and interest of the BRA in the right-of-way through parcels 29-2, 29-3, 29-4, 29-5, 29-6, and 29-7 and 29-13, as shown on the attached plan, (representing numbers tentatively assigned by DPW to these parcels), excepting property required for the relocated Rutherford Avenue and Chelsea Street, is to be conveyed by a good and sufficient quitclaim deed running to the DPW.

With respect to the area needed for the relocated Rutherford Avenue and Chelsea Street, the approximate locations of which being shown in red on said attached plan, an easement to construct and maintain the footings and columns for the highway and to construct or maintain an overhead highway above said area shall be granted by BRA to DPW.

3. Full possession of the right-of-way except said area required for the relocated Rutherford Avenue and Chelsea Street, free of all tenants and occupants, is to be delivered to the DPW at the

time of delivery of the deed therefor. With respect to said area required for the relocated Rutherford Avenue and Chelsea Street, full rights are to be granted to the DPW to construct the overhead highway at the time of the delivery of the easement therefor.

The right-of-way is to be cleared and rough-graded by the BRA prior to the delivery of possession thereof and the granting of rights therein.

4. The DPW shall transfer without consideration on or before September 1, 1966 an easement in that land shown in purple owned by the Commonwealth acting by and through the DPW to the BRA or City of Boston to enable said BRA or City to construct and maintain a portion of relocated Rutherford Avenue, the approximate location of which being shown in red on said attached plan. Full rights are to be granted to the BRA or City to construct relocated Rutherford Avenue at the time of the delivery of the easement therefor.

5. The costs borne by the BRA that can be reimbursed hereunder are the following:

- (a) Appraisal fees;
- (b) Rodent control, demolition (less any salvage value received) and rough-grading costs;
- (c) Acquisition price or eminent domain award plus any additional amount awarded by a court;
- (d) Fees charged by attorneys for the BRA required in the event of litigation;

- (e) Costs of expert witnesses for the BRA when required in the event of litigation;
- (f) Closing costs;
- (g) Relocation payments to the extent permitted by State and Federal laws applicable to Federal aided highway projects;
- (h) Costs of property management, less any rents received or reimbursements made of any such costs; and
- (i) Interest assessed by a court under Chapter 79 of the General Laws, as amended.

6. a. For parcels that are to be acquired by the BRA located within the right-of-way, all costs listed in paragraph 5 attributable to said parcels that have been incurred by the BRA pursuant to the regulations of HUD, and approved by HUD where such approval is required, shall be reimbursed by DPW (subject to the qualifications in subparagraphs b and c below).

b. For parcels that are to be acquired by the BRA located partly within and partly without the required right-of-way (parcels 29-4, 29-5, 29-6, 29-7, and 29-13), the costs chargeable to the DPW for the acquisition of each parcel shall bear the same ratio to the total costs of such parcel (computed under paragraph 5) as the portion of such parcel located within the right-of-way bears to the total area of such parcel.

c. With respect to the easement to be granted under paragraph 2, DPW shall be entitled to a reduction equal to one half (1/2) of the costs attributable to the parcels located within said area (parcels 29-3, 29-4, 29-5, 29-6 and 29-7) needed for the relocated Rutherford Avenue and Chelsea Street. The costs so attributable to each parcel located within said area shall bear the same ratio to the total costs of such parcel (as computed under paragraph 5) as the portion of such parcel located within said area bears to the total area of such parcel.

7. The BRA shall make available to the DPW and the Bureau of Public Roads all documents and records relating to the parcels listed in paragraph 2 necessary to substantiate the costs listed under paragraph 5 that are to be reimbursed hereunder by the DPW.

8. After the transfer of certain rights in the right-of-way to the DPW under paragraph 2, all costs reimbursable under paragraph 6 that have been incurred by the BRA at the time of the transfer shall be paid to the BRA within ninety (90) days after submission by the BRA of the documentation described in paragraph 7 and a bill therefor. Other such costs that are incurred after the transfer shall be paid by the DPW following the submission of the required documentation and a bill therefor.

9. The amounts to be paid under this Agreement shall be subject to the provisions of the Accelerated Highway Bond Issue authorized by Chapter 679 of the Acts of 1965.

10. If the right-of-way is not acquired by the BRA prior to September 1, 1966, the DPW may terminate this agreement by giving notice to the BRA in writing and after such notice is given may acquire the right-of-way be eminent domain or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

ATTEST:

By _____
Development Administrator

Approved as to matter of
form:

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

By _____

General Counsel

Approved as to matter of
form:

Assistant Attorney General

Approved:

Bureau of Public Roads

Date

M E M O R A N D U M

July 21, 1966

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: COOPERATION AGREEMENT WITH DPW
COORDINATED ACQUISITIONS - CHARLESTOWN

Portions of land in the Charlestown Urban Renewal Area designated under the Urban Renewal Plan for Community College use and the City street system are also needed for State highway purposes. It is convenient, therefore, to enter into a Cooperation Agreement with the DPW providing for certain coordinated acquisitions.

Six of these parcels are located in the block bounded by Rutherford Avenue, Jenner, Front and Mason Streets. The City street system, consisting of relocated Rutherford Avenue and Chelsea Street, will pass through this area on ground level and the State Inner Belt system will pass overhead through this area. Accordingly, it is provided in the attached Cooperation Agreement that the BRA will acquire these parcels and convey certain rights therein to the DPW to enable the DPW to construct its overhead roadway system.

A seventh parcel, also located within this block, is presently owned by the Commonwealth. In this case, the DPW will convey certain rights therein to the BRA for the laying out of the relocated Rutherford Avenue.

The remaining parcel included in the Cooperation Agreement is the one occupied by Price Bros. Co. A corner of this parcel that does not include any portion of the structure located on the parcel, consisting of approximately 11,200 square feet of land, is needed by the DPW for construction of the Inner Belt highway. Under the Cooperation Agreement, this land is to be acquired by the BRA as part of its acquisition of the entire parcel and will be conveyed to the DPW.

A method of pro rata allocation of the cost of acquisition and relocation for the several parcels is provided for in the proposed Agreement.

The date provided in the Agreement for acquisition, August 15, 1966, and the date for transferring possession to the DPW, January 1, 1967, are acceptable in terms of our acquisition and relocation schedules and are also acceptable to the DPW in terms of its highway construction schedule.

An appropriate vote approving the Cooperation Agreement with the DPW and authorizing its execution is attached.

